

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR SANITARY SEWER SYSTEM MASTER PLAN
COF Contract No. 2011-0001

THIS AMENDMENT is made and entered into on this the 25th day of January, 2011, by and between the City of Franklin, Tennessee ("City") and Smith Seckman Reid, Inc. (SSR) ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Sanitary Sewer System Master Plan, dated the 12th day of September, 2006; and

WHEREAS, the City needs to have its sanitary sewer system monitored for infiltration and inflow (I/I) in order to complete the Sanitary Sewer System Modeling that is a part of the City's Integrated Water Resources Plan (IWRP); and

WHEREAS, the Consultant will contract with a third-party subcontractor for the installation and data collection as described in Exhibit B – Wastewater Flow Monitoring Services Scope of Services; and

WHEREAS, said above contract between the Consultant and Contractor shall be entered into only after there is a solicitation of proposals from at least three (3) subcontractors experienced in such work and a public opening of proposals by the Consultant as witnessed by the City.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their January 3, 2011 letter of proposal (Exhibit A) and provided for in the Scope of Services as established in Exhibit B of this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A and Exhibit B in a lump sum amount not to exceed One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00).

City reserves the right to issue any payments jointly to the Consultant and Contractor when the City receives information that the Consultant has not paid its Contractor.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

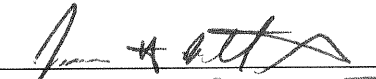
11. All other provisions of the Agreement dated September 12, 2006, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN,
TENNESSEE

SMITH SECKMAN REID, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: 
Print: JAMES H. BUTLER, JR.
Title: VICE-PRESIDENT
Date: 1/16/2011

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:


Shauna R. Billingsley, City Attorney



Exhibit A

2995 Sidco Drive
Nashville, TN 37204
(615) 383-1113
Fax (615) 386-8469
www.ssr-inc.com

January 3, 2011

Mr. David Parker, P.E.; CIP Executive
P.O. Box 305, City Hall
Franklin, Tennessee 37065

Dallas

Denver

Re: Sewer System Modeling – Additional Services
Flow Monitoring

Fort Lauderdale

Hernando

Dear Mr. Parker:

Houston

As you requested, we are pleased to provide a proposal for additional services in conjunction with the Sanitary Sewer System Modeling project and the ongoing work associated with the Franklin Integrated Water Resource Plan (IWRP) for the City of Franklin. This work will consist of the collection of sanitary sewer flow and rainfall data during the rainy months of this year that will be used to complete/calibrate the City's sanitary sewer model and provide required information for the Integrated Plan, now underway.

Kansas City

Knoxville

Memphis

We will issue a request for proposals from flow monitoring contractors experienced in this type of work, and will review the submittals with the City before award of the contract, expected in late January of this year. We expect the Flow Monitoring work to take 60 to 90 days from the notice to proceed. We will work with the City's consultant for the IWRP to ensure the locations are sufficient for the data needed for their work. The data collection should be complete by Mid-April of this year. The data will be compiled in report form and submitted to the City for their use also.

Nashville

Orlando

Phoenix

We propose to offer these services to the City for a not to exceed lump sum amount of \$125,000.00.

Sarasota

Tampa

We appreciate the opportunity to work with the City of Franklin in this most important effort. If you have any questions, please feel free to call me at 383-1113.

Sincerely,

Smith Seckman Reid, Inc.

Bo Butler, P.E.
Vice-President

Exhibit B

WASTEWATER FLOW MONITORING SERVICES FRANKLIN, TENNESSEE SCOPE OF SERVICES

Smith Seckman Reid, Inc. is seeking proposals for services to perform wastewater flow and rainfall monitoring as part of a comprehensive sanitary sewer system evaluation and master plan for the City of Franklin, Tennessee.

I. SCOPE OF SERVICES AND EQUIPMENT

The Contractor shall provide flow monitoring services to support engineering services for a sanitary sewer system evaluation and sewer system master planning study that are currently being performed by the City. The Engineer for this flow monitoring project is Smith Seckman Reid, Inc. (Engineer). The monitoring will be conducted during the months of February, March and April 2011 for approximately 60 days.

Flow monitoring services shall include: (1) investigation of the proposed sites for flow monitor and rain gauge installation and selection of the most appropriate sites meeting project objectives; (2) installation of approximately 25 flow monitors and 11 rain gauges in the system at locations specified by the Engineer; (3) maintenance, confirmation, and collection of data from the flow monitors and rain gauges on a weekly basis once initial data is reviewed and accepted; and (4) delivery of raw and final data to the Engineer in both hard copy and digital format.

In conformance with OSHA requirements, appropriate precautions shall be taken during manhole entry during execution of this project.

Contractor responsibilities shall include:

- Installation, calibration, operation, maintenance, and data collection for approximately 25 flow monitors to be provided on a temporary basis. Temporary flow monitor devices must utilize solid-state electronics with capability of measuring and recording wastewater depth and mean velocity. Flow monitors shall be capable of measuring wastewater flow depth and mean velocity on a time step of 5 minutes.
- Installation, calibration, operation, maintenance, and data collection for 11 temporary, continuous tipping-bucket type rain gauges. Rain gauges shall report rainfall in increments of 0.01 inches for time steps of 5 minutes.

The Contractor shall perform routine maintenance of each flow monitor installation at least every week. Routine maintenance includes data collection, verification of the monitor calibration, verification of proper data collection and recording, cleaning of velocity and depth sensors, and removal of accumulated sediment or debris in the vicinity of the flow monitor installation.

Data provided to the Engineer from flow monitors shall include date, time, depth, and average velocity at not more than 5 minute increments. Flows shall be reported to the

nearest 1 gallon per minute. Depth shall be reported to the nearest 0.01 inch, and velocities shall be reported to the nearest 0.01 feet per second. Rain gauge data shall include date, time, and rainfall depth reported in hundredths of an inch at not more than 5 minute increments. Time intervals for flow data and rainfall data shall be synchronized. Data shall be provided on a compact disk in an Excel compatible format. Data provided to the Engineer shall be in a raw format. If application of a post-collection calibration factor is appropriate for this data because of conditions existing at the monitoring site at the time the data was recorded, then the Contractor shall make this known to the Engineer, and a second final set of shall be provided as adjusted through application of the post-collection calibration factor.

The Contractor shall submit installation logs for each flow monitor and rain gauge to the Engineer showing location of installation on an area map and local map in sufficient detail for the Engineer to locate each monitor/gauge site. The Contractor shall at the completion of the flow monitoring period submit logs of maintenance performed on each flow monitor and rain gauge to the Engineer.

Meter locations may be subject to surcharging during rainfall events; therefore, the flow monitoring firm shall select flow meters that are appropriate for the installed conditions. The flow monitoring firm is responsible for selection of the meter type, manufacture, and providing quality data regardless of surcharging in metering manholes.

Meter band diameter sizes range from 8 inches to 54 inches, based off of information provided by Franklin, Tennessee.

II. TIME PERIOD OF SERVICES

The time period for the performance of the Contractor's services is as follows:

The Contractor must have all monitors installed and operating within 14 calendar days of Notice to Proceed. Notice to Proceed is expected to be issued January 26, 2011. The target date for initiation of data collection is February 8, 2011. Extensions may be granted for:

- inaccessibility of monitoring locations
- surcharged conditions
- delays due to Engineer or the City
- adverse weather

Duration of the base flow monitoring period is 60 days. The flow monitoring period may be extended beyond the base period on a daily basis at the discretion of the City. It is anticipated that the flow monitoring period would not be extended more than 4 weeks.

Flow monitor and rain gauge data shall be collected by the Contractor at least every week. The first week of data shall be provided to the Engineer within one week of collection; remaining data deliveries shall be provided to the Engineer within 2 weeks of collection. The report and final (quality controlled) electronic flow monitoring data must be delivered to the Engineer within 30 days after the last day of the flow monitoring period. Final

(quality controlled) electronic rainfall data must be delivered to the Engineer within 10 days after the last day of the flow monitoring period.

III. METHOD OF COMPENSATION

Compensation for services of principals and employees of Contractor rendered pursuant to Section I will be on the following basis:

A. Measurement

1. The "START" date for any flow monitor and rain gauge operation, maintenance, and data collection unit costs charges will be when all of the flow monitors and rain gauges have been installed, calibrated, and are monitoring properly.
2. No individual flow monitor maintenance unit costs will be paid for days when data is not complete. Verification of data collected (by Engineer) will be required prior to payment.

B. Payment

1. Payment for the installation, calibration, operation, maintenance, and data collection shall be made for the quantity of meter days as determined above. This price shall include compensation for providing back-up flow monitoring and/or rain gauge equipment to replace defective or inaccurate equipment during the flow monitoring period. Partial payment may be made on a monthly basis for services actually performed.
2. Unit prices shall be provided in the proposal for the following items:
 1. Mobilization (lump sum)
 2. Flow monitoring (\$/monitor) for 60 day base period.
 3. Flow monitoring (\$/monitor-day) for extension period
 4. Rain gauging (\$/gauge) for 60 day base period.
 5. Rain gauging (\$/gauge-day) for extension period.
 6. Analysis and reporting (lump sum).
3. The compensation under this contract shall be paid as follows:
Contractor shall submit monthly invoices setting forth the percent complete of each project task and the units of work completed (e.g., monitor-days). Invoices for unit totals shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

C. Billing

1. Contractor shall submit monthly billings for all fees incurred pursuant to this contract during the preceding month.

2. The billings shall identify the nature of the work performed and the units of work performed. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.
3. Contractor shall notify Engineer prior to exhausting authorized funds.

IV. INSURANCE REQUIREMENTS

A. Workers Compensation and Liability Insurance

Workers Compensation and Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Liability coverage with limits of not less than \$1,000,000.00 each accident or illness.

B. Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury, personal injury and property damage liability shall be required. Coverages shall include the following: All premises and operations, products/completed operation (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insured, defense and contractual liability (with no limitation endorsement). The City of Franklin and Smith Seckman Reid, Inc. are to be named as an additional insured on a primary, non-contributory basis for any liability arising directly from the work.

C. Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage.

V. METHOD OF SUBMITTAL

All firms interested in being considered for this project must submit three (3) copies of their proposal indicating that they will fully comply with the Scope of Services.

The objective of the proposal process is to select the firm that will provide the highest quality of services at the least cost.

To be considered for this work, proposals must be received prior to **1:00 pm (CST) Friday, January 14, 2011** at which time bids shall be opened publicly and read aloud. Proposals shall be sealed and labeled "Flow Monitoring Services for Franklin, Tennessee". Three (3) copies of the proposals must be submitted for consideration.

Smith Seckman Reid, Inc. and the City of Franklin reserve the right to waive any informality or to reject any or all proposals.

Proposals will be evaluated on the basis of the following considerations:

1. Past Performance: Provide a list of municipalities or engineering firms with contact person(s) where similar services have been successfully performed.
2. Sample of Flow Monitoring Data: Provide a brief sample (less than 10 pages) of sample flow monitoring data and at least one (1) but no more than two (2) compact disks of a completed flow monitoring project which shall show value added features if offered. List any and all exceptions to the written specifications.
3. Cost: Provide a cost to provide the services described herein. The cost shall include a unit price/lump sum breakdown of all pay items, using the attached bid form.

No person shall be excluded from participation in, denied benefits of, or subjected to discrimination in the implementation of this program on the grounds of race, color, national origin, or sex.

All proposals shall be valid for 60 days after the due date.

All proposals shall be sealed and marked "Flow Monitoring Services for Franklin, Tennessee". They should be addressed to:

Mr. David Parker, P.E., CIP Executive
P.O. Box 305, Franklin City Hall
109 Third Avenue, South
Franklin, Tennessee 37064

Questions regarding the proposal may be addressed to:
Bo Butler, P.E.
2995 Sidco Drive
Nashville, TN 37204
615/383-1113

BID FORM

FRANKLIN, TENNESSEE
 COST FOR FLOW MONITORING SERVICES
 JULY 8, 2008

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Base Services (60 day period)					
1	Mobilization	1	Lump Sum	-	\$
2	Flow Monitoring for base period	25	Meter/ 60 Day Base Period	\$ /Meter	\$
3	Rain Gauge for base period	11	Gauge/60 Day Base Period	\$ /Gauge	\$
4	Analysis and Reporting	1	Lump Sum	-	\$
Total Base Period Cost (Items 1-4)					\$
Extension of Services as Authorized					
A	Flow Monitoring, Analysis, and Reporting for extension period	25	Meter-Day	\$ /Meter-day	\$ /Meter-Day
B	Rain Gauge, Analysis, and Reporting for extension period	11	Gauge-Day	\$ /Gauge-day	\$ /Gauge-Day
Total Extension of Services Cost (Items A & B)					\$ /Day

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE: _____